

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **NOTICE TO BIDDERS SPECIFICATION NO. 06-237**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

### **TRAILER MOUNTED THERMOPLASTIC MELTING KETTLE WITH APPLICATOR**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, August 16, 2006** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above. Bids may be downloaded from the City's website at [www.lincoln.ne.gov](http://www.lincoln.ne.gov) Keyword: **bid**

Prospective bidders must monitor the bid listing for any addendums. Late bids will not be considered. Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.

COMPANY NAME \_\_\_\_\_

**PROPOSAL**  
**SPECIFICATION NO. 06-237**  
**BID OPENING TIME: 12:00 NOON**  
**DATE: Wednesday, August 16, 2006**

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specification numbers \_\_\_\_ through \_\_\_\_ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

**BIDDING SCHEDULE**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Est. Qty.</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>
1.	Trailer Mounted Thermoplastic Melting Kettle with Applicator	1	\$ _____	\$ _____
	Make _____ Model _____			

**NO BID SECURITY REQUIRED**

**INTER-LOCAL PURCHASING:** The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized inter-local purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

\_\_\_\_ **YES**    \_\_\_\_ **NO**

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE NO. \_\_\_\_\_

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signature for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**NOTE:**  
**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.**  
**MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:**  
**SEALED BID FOR SPEC. 06-237**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
STREET ADDRESS or P.O. BOX

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
CITY,                STATE                ZIP CODE

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
TELEPHONE No.                FAX No.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
ESTIMATED DELIVERY DAYS (After  
receipt of individual orders)

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: **Bid**  
The Intent to award will be listed on the website when a recommendation is received from the Department.

Company Name \_\_\_\_\_

**EQUIPMENT SPECIFICATIONS**  
**TRAILER MOUNTED THERMOPLASTIC MELTING KETTLE WITH APPLICATOR**

**1. APPLICATION**

- 1.1 The thermoplastic melting kettle and companion equipment will be utilized by the Public Works & Utilities Traffic Operations in pavement marking operations.
- 1.2 The equipment furnished must be designed specifically for thermoplastic application.

**2. MODEL**

- 2.1 The equipment furnished under these specifications shall be new of the latest improved model in current production as offered to the commercial trade.
- 2.2 All advertised standard equipment will be provided whether or not specifically
- 2.3 Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacture.
- 2.4 Example models:
  - 2.4.1 Melting Kettle: M-B Companies Model 897043
  - 2.4.2 Trailer: M-B Companies Model 897119
  - 2.4.3 Applicator: M-B Companies Model 897048
- 2.5 Example models are intended to show the type and class of equipment desired.
- 2.6 Do not assume your standard equipment meets all details of the specifications merely because it is listed as an example.
- 2.7 Prior to the award of bid, the City may require an on-site demonstration of the equipment being offered, for test and evaluation.
  - 2.7.1 Such demonstrations must be conducted within two weeks of notification and be at no cost to the City.
- 2.8 **Equipment package offered which deviate in some areas of the technical specifications but is equal in design, performance and quality will be given consideration.**
  - 2.8.1 **The right to evaluate specification compliance and equivalency is reserved by the City.**

**Meets Specs.**

**Yes No**

**3. BASIC DESIGN AND REQUIRED EQUIPMENT**

- ☐ ☐ 3.1 Trailer mounted melting kettle.
- ☐ ☐ 3.2 Diesel powered.
- ☐ ☐ 3.3 Diesel fired oil jacketed.
- ☐ ☐ 3.4 Hand applicator.
- ☐ ☐ 3.5 Bed mounted hydraulic crane to lift applicator onto and off of the trailer.
- ☐ ☐ 3.6 Applicator lift chains.
- ☐ ☐ 3.7 Applicator tie downs.
- ☐ ☐ 3.8 Trailer spare tire and wheel.
- ☐ ☐ 3.9 Two (2) aluminum tool boxes.
- ☐ ☐ 3.10 Face shield, leather gloves, leather apron and respirator.
- ☐ ☐ 3.11 Water cooler, first aid burn kit and 20 lb fire extinguisher with bracket.

Meets Specs.

Yes No**4. THERMOPLASTIC KETTLE**

\_\_\_ \_\_\_ 4.1 **It is the intent of these specifications to describe the minimum requirements for a diesel fired, oil-jacketed, thermoplastic material thermoplastic applicators.**

\_\_\_ \_\_\_ 4.2 **ENGINE**

- \_\_\_ \_\_\_ 4.2.1 Diesel-powered, three cylinder, water cooled.
- \_\_\_ \_\_\_ 4.2.2 Minimum 23 horse power.
- \_\_\_ \_\_\_ 4.2.3 Pressurized lubrication system with spin-on oil filter.
- \_\_\_ \_\_\_ 4.2.4 Dry-type air cleaner with restriction indicator.
- \_\_\_ \_\_\_ 4.2.5 Muffler.
- \_\_\_ \_\_\_ 4.2.6 Extended service anti-freeze with protection to -30 degrees F.
- \_\_\_ \_\_\_ 4.2.7 Fuel filter with water separator.

**5. MATERIAL HEATING TANK**

- \_\_\_ \_\_\_ 5.1 Capable of melting and maintaining granular or block material.
- \_\_\_ \_\_\_ 5.2 Capable of melting two-thirds of its material capacity to a temperature of approximately 400° F within 95 minutes of initial heating and capable of continuously melting material while traveling.
- \_\_\_ \_\_\_ 5.3 1500 lb. material capacity.
- \_\_\_ \_\_\_ 5.4 57" maximum feed height.
- \_\_\_ \_\_\_ 5.5 42" exterior diameter.
- \_\_\_ \_\_\_ 5.6 Cylindrical design 11 gauge steel outer jacket, insulated to prevent heat loss and an 11 gauge inner jacket to provide a passage for flue gases from the burner.
- \_\_\_ \_\_\_ 5.7 Between the flue passage shell and the material heating tank will be a heating oil jacket, which will have 3/16" walls and ½" thick stainless steel SA 240-304 flanged head (bottom).
- \_\_\_ \_\_\_ 5.7.1 This jacket forms a cavity having a minimum spacing of 1" between vertical walls and 1-1/2" between bottom plates, which will be filled with high temperature heat transfer oil.
- \_\_\_ \_\_\_ 5.8 The material heating tank will have 3/16" walls and ½" thick carbon steel SA 516, GR70 flanged head (bottom). The overall height of both heads will be 3-1/2" with a 1-1/2" radius.
- \_\_\_ \_\_\_ 5.9 The kettle will be equipped with two (2) flue stacks extending approximately 20" above the top cover to ensure adequate draft.
- \_\_\_ \_\_\_ 5.10 The top of the kettle will be fitted with a steel cover reinforced to accommodate the hydraulic agitator motor.
- \_\_\_ \_\_\_ 5.11 The top of the kettle will be fitted with a loading door that consists of three (3) doors for safely loading material.
- \_\_\_ \_\_\_ 5.12 The outer most door opening up, the first inner door opening out (this will also serve as a shelf for resting material just prior to loading), the inner most door will serve as a safety door to prevent any material from contacting the operator in the event of splash back.
- \_\_\_ \_\_\_ 5.13 The total loading door area will be a minimum of 185 square inches.
- \_\_\_ \_\_\_ 5.14 The rear side of the kettle loading assembly will have a hinged rectangular flap door to allow dissipation of fumes to escape away from operator.
- \_\_\_ \_\_\_ 5.15 Hoist rings or lifting loops will be provided for dismounting of kettle.

**6. MATERIAL AGITATOR**

- \_\_\_ \_\_\_ 6.1 Upper and lower paddles will be mounted on a heavy duty, 2" diameter shaft and connected with two ½" thick vertical blades wiping close to the tank walls.
- \_\_\_ \_\_\_ 6.2 These paddles and center paddle will be positioned to gently blend material homogeneously.
- \_\_\_ \_\_\_ 6.3 The shaft and agitator will be easily removable from the melting kettle to facilitate cleaning.

Company Name \_\_\_\_\_

**Meets Specs.**

**Yes No**

- \_\_\_ 6.4 The agitator shaft will be directly attached through a chain coupler, to a low speed high torque hydraulic motor.
- \_\_\_ 6.5 Agitator drive control will be through a single, manually operated spool valve for both clockwise and counter-clockwise agitation.
- \_\_\_ 6.6 The agitation control valve will be located in close proximity to the kettle feed door and be complete with a flow restricting needle valve for speed control.

**7. MATERIAL DISCHARGE VALVE**

- \_\_\_ 7.1 The kettle will be equipped with a discharge pipe and 3" knife gate type material valve of proper design to allow for satisfactory material flow and securely close without the need for auxiliary heating.

**8. BURNER AND COMBUSTION CHAMBER**

- \_\_\_ 8.1 The kettle will be equipped an oil burner having a combustion chamber for ignition of fuel oil.
- \_\_\_ 8.2 The burner will have a 12 volt unit and a rating of 225,000 BTU/HR for melting of thermoplastic.
- \_\_\_ 8.3 Diesel fuel will be provided from an auxiliary tank.
- \_\_\_ 8.4 Combustion chamber will be a Pyrolite shell design, which will withstand a minimum of 2000 °F. temperature and be inserted into a circular stainless steel mount.
- \_\_\_ 8.5 The chamber will be replaceable and be 14" diameter x 12" high x 3/4" thick .
- \_\_\_ 8.6 Replaceable 3/8" thick perforated stainless steel baffle installed between the burner and the bottom of the oil jacket to protect the bottom of the oil jacket from direct burner flame.
- \_\_\_ 8.7 The combustion chamber and baffle assembly will be placed on a slide-out tray to allow for easy removable from the kettle for servicing.
- \_\_\_ 8.8 An inspection cover will be included in front of the slide-out tray.

**9. GAUGES AND ALARM**

- \_\_\_ 9.1 Stem type, dial read temperature gauges (range 50 to 550° F.) will be provided for monitoring of both heat transfer oil and material temperature.
- \_\_\_ 9.2 Electric adjustable thermostat (range 100 to 650° F.) to control diesel fired burner thus controlling material temperature.
- \_\_\_ 9.3 Temperature sensing switch will activate an audible alarm and indicator light, visible from the tow vehicle, if the molten material becomes heated above 450° F.
- \_\_\_ 9.4 The burner will be connected to a control panel which will permit switching the unit on or off and include one indicator light that is activated when the burner is on and one indicator light that is activated when the material reaches the desired temperature.

**10. HEAT SHIELDS**

- \_\_\_ 10.1 A solid aluminum protection panel, 11 gauge thick will be secured to the feed side of the kettle.
- \_\_\_ 10.2 The panel will be constructed to have a minimum of 1" airflow space.
- \_\_\_ 10.3 Panel will have a 24" width dimension, cover the top edge of the kettle and be 30" long.
- \_\_\_ 10.4 Heat shields will also be installed around exhaust stacks.
- \_\_\_ 10.5 Operating instructions and safety labels will be durably attached to the heat shield.

Company Name \_\_\_\_\_

**Meets Specs.**

**Yes No**

**11. PAINT**

- ☐ ☐ 11.1 All exposed metal surfaces will be primed with a rust and heat preventive and finished in a high heat resistant paint.
- ☐ ☐ 11.2 Finish coat to be white in color.

**EQUIPMENT TRAILER**

**Scope:** It is the intent of these specifications to describe the minimum requirements for a transport and equipment platform trailer.

**12. CAPACITY AND DIMENSIONS**

- ☐ ☐ 12.1 12,000 GVW rating (twin 6,000 lb. axles)
- ☐ ☐ 12.2 20' overall length.
- ☐ ☐ 12.3 14' deck length.
- ☐ ☐ 12.4 7' 6" deck width.
- ☐ ☐ 12.5 34" deck height.
- ☐ ☐ 12.6 5' tongue length.

**13. DECK AND FRAME**

- ☐ ☐ 13.1 All steel deck and frame construction.
- ☐ ☐ 13.2 7" x 12.25 lb/ft steel channel main frame rails.
- ☐ ☐ 13.3 3" x 4.1 lb/ft steel channel cross members on 16" centers.
- ☐ ☐ 13.4 The rear 48" of the deck will be covered with 1/4" plate steel with rolled over edge.
- ☐ ☐ 13.5 The remainder of the deck will be covered with 1/4" diamond tread plate steel with rolled over edge.

**14. TIRES / WHEELS / BRAKES / HITCH / JACK**

- ☐ ☐ 14.1 Four 9.50 x 16.5 12-ply (load range "D") tires.
- ☐ ☐ 14.2 Eight (8) lug steel wheels.
- ☐ ☐ 14.3 One (1) spare tire and wheel will be provided.
- ☐ ☐ 14.4 Electric brakes on both axles with emergency breakaway switch and 12 volt battery.
- ☐ ☐ 14.5 Adjustable height pintle hitch.
- ☐ ☐ 14.6 Safety chains with clevis hooks and latch to meet trailer GVW rating.
- ☐ ☐ 14.7 5,000 lb. screw type jack firmly attached through the trailer tongue.

**15. LIGHT AND ELECTRICAL**

- ☐ ☐ 15.1 Tail and running lights provided in accordance with ICC regulations.
- ☐ ☐ 15.2 All wiring will be conduit protected.
- ☐ ☐ 15.3 License plate bracket.
- ☐ ☐ 15.4 Trailer lead with 6-pole connector.

**16. PAINT**

- ☐ ☐ 16.1 One (1) coat of primer and one (1) finish coat.
- ☐ ☐ 16.2 Finish coat to be white in color.

**17. DIESEL FUEL TANK**

- ☐ ☐ 17.1 A minimum 35 gallon diesel fuel tank will be installed toward the tongue section of the trailer.
- ☐ ☐ 17.2 The tank will hold fuel to supply the diesel engine for the hydraulic system and the diesel fired burner.
- ☐ ☐ 17.3 The tank, shut-off valves, piping and flex line will be provided.
- ☐ ☐ 17.4 Direct read fuel level gauge will be provided.

# **THERMOPLASTIC APPLICATOR**

**SCOPE:** It is the intent of these specifications to describe the minimum requirements for a hand-propelled applicator suitable to extrude and premelt thermoplastic pavement markings with a temperature control system and can later be converted to combine a melting apparatus.

**Meets Specs.**

**Yes No**

## **18. INSTALLATION PERFORMANCE / CAPACITY / WEIGHT / DIMENSIONS**

- ☐ ☐ 18.1 250 lb. material capacity.
- ☐ ☐ 18.2 270 lb. empty weight.
- ☐ ☐ 18.3 48" x 39" x 31" overall dimensions.
- ☐ ☐ 18.4 The unit will be capable of properly installing every type of thermoplastic pavement marking applications (longlines, skips, messages, arrows, ect.).

## **19. MATERIAL HOLDING TANK**

- ☐ ☐ 19.1 The tank will be all aluminum construction and must have 1/4" thick oval bottom and 1/4" thick straight wall sides (a vertical pot is not acceptable).
- ☐ ☐ 19.2 The outer rectangular aluminum skin will be insulated and have ten heat vents to allow for proper ventilation of burner gases.
- ☐ ☐ 19.3 There will be two hinged rectangular doors covering the material holding tank.
- ☐ ☐ 19.4 A removable screen will be provided to filter out foreign material during molten thermoplastic kettle transfer.

## **20. EXTERIOR CONSTRUCTION**

- ☐ ☐ 20.1 The unit will be all aluminum construction where the front houses the material holding tank and the rear a 20-pound LPG fuel tank with proper safety heat controls.
- ☐ ☐ 20.2 The fuel tank compartment will be open to allow for maximum air circulation.
- ☐ ☐ 20.3 The fuel bottle will be held securely by means of an upper clamp.
- ☐ ☐ 20.4 There will be four (4) lifting rings located on the machine to allow for ease and safe lifting of the empty machine.
- ☐ ☐ 20.5 A door in the outer skin will allow for access to the burner chamber for lighting.
- ☐ ☐ 20.6 The applicator will ride on three (3) wide airless tires, mounted in such a fashion as to allow one operator easy drag-free propulsion.
- ☐ ☐ 20.7 Both front and rear axles of the machine will be made of stainless steel.

## **21. HAND CONTROLS**

- ☐ ☐ 21.1 A handle, located on the left side, will enable the operator to keep material agitated during operation.
- ☐ ☐ 21.2 Two lever handles will be located alongside on the right and easily controlled with a single hand, the outside lever opens and closes material valve and the inside lever activates the extrusion die and bead dispenser.
- ☐ ☐ 21.3 A single speed and park brake, located just below the propulsion handle, will be provided to prevent the applicator from moving while being refilled and to slow its speed when traveling down steep terrain.

## **22. HEATING SYSTEM**

- ☐ ☐ 22.1 Two jet ring burners, with a minimum total of 30,000 BTU rating per hour, will be mounted in a compartment under the molten tank and maintain thermoplastic material at proper melting and application temperatures.



**Meets Specs.****Yes** **No**

- \_\_\_ \_\_\_ 22.2 A pilot generator lighting system control will be located under the front of the fuel tank compartment with the pilot easily accessed behind an observation door to enhance operation safety.
- \_\_\_ \_\_\_ 22.3 The material will be controlled by means of an automatic temperature control system, mounted on the aft wall facing the operator, designed to melt and maintain material temperatures between 400<sup>0</sup> F. and 450<sup>0</sup> F., monitored by a thermocouple that is positioned in the material holding tank.
- \_\_\_ \_\_\_ 22.4 An aluminum heat and windshield will be mounted on the applicator's right to cover the extrusion die, which contains a single, 11" x 7" radiant heater to direct heat on the die and material valve.
- \_\_\_ \_\_\_ 22.5 The side of the shield will fully swing open for easy access to the extrusion die.
- \_\_\_ \_\_\_ 22.6 Open flame heating, directly attached to the die is unacceptable.
- \_\_\_ \_\_\_ 22.7 Each heater will have an independent gas line and regulator to provide for maximum fuel economy and operation safety.

**23. POINTER SYSTEM**

- \_\_\_ \_\_\_ 23.1 The applicator will be equipped with a heavy-duty pointer system indicating the location of applying the thermoplastic pavement marking.
- \_\_\_ \_\_\_ 23.2 The pointer will be adjustable left or right and freely swivel up and down under spring tension, holding any position without requiring hand adjustment or bolting.

**24. EXTRUSION DIE SYSTEM**

- \_\_\_ \_\_\_ 24.1 The heat shield must contain a knob-control height adjustable spring-activated extrusion die hanger bar.
- \_\_\_ \_\_\_ 24.2 The extrusion die will automatically interlock and disconnect from the heat shield without the need of a separate bolt or connecting rod.
- \_\_\_ \_\_\_ 24.3 The connected extrusion die will be completely height and angle adjustable by means of a hand rotatable knob located on top of the heat shield.
- \_\_\_ \_\_\_ 24.4 A properly secured and adjustable die will be capable of accomplishing a true, straight thermoplastic line.
- \_\_\_ \_\_\_ 24.5 The heat shield will accommodate various width extrusion dies from 4" to 12".
- \_\_\_ \_\_\_ 24.6 The extrusion die will receive material from the molasses valve while in the operator's direct view.
- \_\_\_ \_\_\_ 24.7 The lines will be squarely started and stopped by means of a swing door operated by dual, fast closure, heat shielded springs.
- \_\_\_ \_\_\_ 24.8 The die will contain tungsten carbide protected runners to ensure long wearing on road surface.
- \_\_\_ \_\_\_ 24.9 The die will open to the width of the line and to a minimum of 7/8" away from the die trough, exposing the road surface for maximum application adhesion and speed.
- \_\_\_ \_\_\_ 24.10 All die parts will be high temperature and rust resistant metal.
- \_\_\_ \_\_\_ 24.11 The following dies will be provided: One (1) each, 125 Mil. 4" - 6" - 12".

**Meets Specs.**

**Yes** **No**

**25. BEAD DISPENSING SYSTEM**

- \_\_\_ \_\_\_ 25.1 The applicator will be equipped with one (1) stationary variable width bead dispenser, aligned directly behind the die.
- \_\_\_ \_\_\_ 25.2 The system will be capable of evenly dispensing through a front driven, rotating stainless steel knurled shaft, six pounds of glass spheres per hundred square feet over and within 6 inches of the deposition of the molten thermoplastic extruded line notwithstanding the speed of the thermoplastic applicator.
- \_\_\_ \_\_\_ 25.3 This bead dispenser will be quickly adjustable to apply a 4", 6", 8", 10", or 2" width even distribution of glass spheres.
- \_\_\_ \_\_\_ 25.4 In order to prevent wasted bead droppings, the knurled shaft will not rotate one half inch wider than the thermoplastic line width.
- \_\_\_ \_\_\_ 25.5 The bead reservoir will be aluminum constructed to hold a minimum of 25 pounds of glass spheres.
- \_\_\_ \_\_\_ 25.6 Applicator will be completely assembled and ready for operation less the fuel bottle and fuel.

**26. APPLICATOR CRANE**

- \_\_\_ \_\_\_ 26.1 Bed mounted hydraulic crane, designed to safely and efficiently lift thermoplastic applicator onto and off of trailer.
- \_\_\_ \_\_\_ 26.2 The applicator crane will be securely mounted to the trailer with reinforcement as required and have a lift capacity of 1500 lbs. minimum.
- \_\_\_ \_\_\_ 26.3 Hydraulic power to the crane lift circuit will be provided through the diesel engine driven hydraulic system with raise/lower functions controlled through an independent selector valve.
- \_\_\_ \_\_\_ 26.4 The applicator crane will be capable of a minimum of 180° swing and be easily positioned manually to any point throughout such arc.

**27. MANUALS**

- \_\_\_ \_\_\_ 27.1 Two (2) complete instruction manual/parts book provided for the thermoplastic kettle.
- \_\_\_ \_\_\_ 27.2 Two (2) complete instruction manual/parts book provided for the thermoplastic applicator.

**28. WARRANTY**

- \_\_\_ \_\_\_ 28.1 Manufacturers standard warranty will apply, and be in effect for a period of not less than one year from the date of acceptance.
- \_\_\_ \_\_\_ 28.2 Please state terms and conditions of warranty with the bid proposal.
- \_\_\_ \_\_\_ 28.3 During the warranty period, it shall be the responsibility of the successful bidder to perform warranty repairs F.O.B., Fleet Services Garage, 901 North 6<sup>th</sup> Street, Lincoln, Nebraska or, at the successful bidder's discretion, to transport the equipment to the factory authorized repair facility for such repairs. All transportation costs associated with such warranty repairs will be paid by the successful bidder.

**29. DELIVERY**

- \_\_\_ \_\_\_ 29.1 Delivery shall be F.O.B., Fleet Services Garage, 901 North 6<sup>th</sup> Street, Lincoln, Nebraska, 68508, completely assembled and ready for operation to include all manuals and miscellaneous equipment identified.

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA

### PURCHASING DIVISION

#### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 If bidding on a Construction Contract, the City of Lincoln's Standard Specifications for Municipal Construction 2006 shall apply.
  - 1.6.1 Bidders may obtain this document from the City's Design Engineering Division of Public Works & Utilities for a small fee.
  - 1.6.2 Said document can be reviewed at Design Engineering or the Purchasing Division.

#### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
  - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

#### **3. BIDDER'S REPRESENTATION**

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### **4. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

#### **5. ADDENDA**

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

#### **6. ANTI-LOBBYING PROVISION**

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

#### **7. BRAND NAMES**

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

#### **8. DEMONSTRATIONS/SAMPLES**

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

#### **9. DELIVERY (Non-Construction)**

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

## **10. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 10.1.1 Manufacturer's warranties and/or guarantees.
  - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

## **11. ACCEPTANCE OF MATERIAL**

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
  - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
  - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

## **12. BID EVALUATION AND AWARD**

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

## **13. INDEMNIFICATION**

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly

or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **14. TERMS OF PAYMENT**

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

## **15. LAWS**

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

## **16. AFFIRMATIVE ACTION**

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

## **17. LIVING WAGE**

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

## **18. EXECUTION OF AGREEMENT**

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
  - ☒ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
  - ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
  - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
    - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
    - 2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
    - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
    - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.